

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
TYLER DIVISION**

Cheetah Omni LLC,

Plaintiff,

vs.

- 1. Verizon Services Corporation,**
2. Verizon Business Network Services Inc.
3. Verizon Enterprise Delivery LLC
and
4. Grande Communications Networks , Inc.,

Defendants.

HONORABLE LEONARD DAVIS

CIVIL ACTION NO. 6:09-cv-260

JURY TRIAL DEMANDED

**AMENDED
COMPLAINT FOR PATENT INFRINGEMENT
AND DEMAND FOR JURY TRIAL**

Plaintiff Cheetah Omni L.L.C. ("Cheetah Omni"), by and through its counsel, for its Complaint against Verizon Services Corporation, Verizon Business Network Services Inc., Verizon Enterprise Delivery LLC (collectively "Verizon") and Grande Communications Networks, Inc. ("Grande"), alleges as follows:

I. THE PARTIES

1. Plaintiff Cheetah Omni is a Texas Limited Liability Company (Filing No. 800108661) that does business in this judicial district and elsewhere.

2. Defendant Grande is a Delaware Corporation having a principal place of business at 1923 East 7th Street, Suite 100, Austin, Texas 78702, and operates one or more sales and service locations within this district. Grande is qualified to do business in the state of Texas (File No. 0013188306), and has appointed Douglas T. Brannigan, 401 Carlson Circle, San Marcos, Texas, 78666, as its agent for service of process.

3. Defendant Verizon Services Corporation is a corporation organized and existing under the laws of the State of Delaware with its principal place of business at 1310 North Courthouse Road, Arlington, Virginia. It is qualified to do business in the State of Texas and in the Eastern District of Texas.

4. Defendant Verizon Business Network Services Inc. is a Delaware Corporation with its corporate headquarters and principal place of business at 22001 Loudon County Parkway, Ashburn, Virginia 20147. It is qualified to do business in the State of Texas and in the Eastern District of Texas.

5. Defendant Verizon Enterprise Delivery LLC is a Delaware limited liability company with its corporate headquarters and principal place of business at 545 E. Carpenter Freeway, Irving, Texas 75062. It is qualified to do business in the State of Texas and in the Eastern District of Texas.

II. JURISDICTION AND VENUE

6. The claims pleaded herein arise under the Patent Act, 35 U.S.C. § 1 *et seq.*

7. Subject matter jurisdiction for the pleaded claims is conferred upon the Court by 28 U.S.C. §§ 1331 and 1338.

8. Plaintiff Cheetah Omni resides in this district. Upon information and belief, defendants Verizon and Grande (collectively "Defendants"), both regularly and continuously engage in substantial sales and other business transactions in the Eastern District of Texas, have one or more regular and established places of business within this district, and have committed acts of patent infringement in this district. Accordingly, venue is proper in this district pursuant to 28 U.S.C. § 1391 and/or 28 U.S.C. § 1400.

III. PATENTS-IN-SUIT

9. On December 4, 2007, U.S. Patent No. 7,305,186 ("the '186 patent," Exhibit A), titled "Method and Apparatus for Scheduling Communication Using a Star Switching Fabric," was duly and lawfully issued to inventor Mohammed N. Islam.

10. On April 21, 2009, U.S. Patent No. 7,522,836 ("the '836 patent," Exhibit B), titled "Optical Logic Gate Based Optical Router," was duly and lawfully issued to inventor Mohammed N. Islam.

11. Plaintiff Cheetah Omni is the owner by assignment of the '186 and '836 patents.

**IV. COUNT I - PATENT INFRINGEMENT
OF U.S. PATENT NO. 7,305,186**

12. Plaintiff Cheetah Omni reaffirms and realleges the allegations contained in the above paragraphs 1-11.

13. Defendants have infringed and are infringing the '186 patent, either directly, by inducing others to infringe, and/or contributorily, by making, using, offering for sale, selling, and/or importing in the United States certain fiber optic communication technology and associated services. Verizon refers to the infringing technology as “Fiber To The Premises,” “FTTP,” and/or “FiOS.” Grande refers to the infringing technology as “GForce F,” “Fiber-to-the-Home” and/or “FTTH.”

14. Plaintiff Cheetah Omni has suffered damages as a result of the infringing activities of the defendants, and will continue to suffer such damage as long as those infringing activities continue.

**V. COUNT II - PATENT INFRINGEMENT
OF U.S. PATENT NO. 7,522,836**

15. Plaintiff Cheetah Omni reaffirms and realleges the allegations contained in the above paragraphs 1-14.

16. Defendants have infringed and are infringing the '836 patent either directly, by inducing others to infringe, and/or contributorily, by making using, offering for sale, selling, and/or importing in the United States certain fiber optic communication technology and associated services. Verizon refers to the infringing technology as “Fiber To The Premises,”

“FTTP,” and/or “FiOS.” Grande refers to the infringing technology as “GForce F,” “Fiber-to-the-Home” and/or “FTTH.”

17. Plaintiff Cheetah Omni has suffered damages as a result of the infringing activities of the defendants, and will continue to suffer such damages as long as those infringing activities continue.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Cheetah Omni requests entry of a judgment against defendants granting relief as follows:

- A. Finding defendants liable for infringement of the '186 and '836 patents;
- B. Preliminary and permanent injunctive relief restraining defendants, together with any officers, agents, servants, employees, and attorneys, and such other persons in active concert or participation with the defendants who receive actual notice of the order, from further infringement of the '186 and '836 patents;
- C. Awarding plaintiff Cheetah Omni damages adequate to compensate for defendants' infringement;
- D. Declaring this an exceptional case within the meaning of 35 U.S.C. § 285, and awarding plaintiff Cheetah Omni its reasonable attorney's fees, costs, and disbursements;
- E. Awarding plaintiff Cheetah Omni interest on all damages awarded; and
- F. Granting such other, further and different relief as may be just and equitable on the proofs.

DEMAND FOR JURY TRIAL

Plaintiff Cheetah Omni hereby demands a trial by jury for all issues so triable.

Respectfully submitted,

By: /s/ Thomas A. Lewry
Thomas A. Lewry (MI Bar No. P36399)
(Lead Attorney)
John M. Halan (MI Bar No. P37616)
John S. Le Roy (MI Bar No. 61964)
BROOKS KUSHMAN P.C.
Town Center, 22nd Floor
Southfield, Michigan 48075-1238
Tel: (248) 358-4400 — Fax: (248) 358-3351
Email: tlewry@brookskushman.com
jhalan@brookskushman.com
jleroy@brookskushman.com

T. John Ward, Jr. (TX State Bar No. 00794818)
WARD & SMITH LAW FIRM
111 W. Tyler St.
Longview, Texas 75601
Tel: (903) 757-6400 C Fax: (903) 757-2323
Email: jw@jwfir.com

Joe Kendall (TX State Bar No. 11260700)
PROVOST UMPHREY, L.L.P.
490 Park Street, P.O. Box 4905
Beaumont, Texas 77704
Tel: (409) 835-6000 C Fax: (409) 838-8888
Email: jkendall@provostumphrey.com

Eric M. Albritton
ALBRITTON LAW FIRM
P.O. Box 2649
Longview, Texas 75606
Tel: (903) 757-8449 Fax: (903) 758-7397
ema@emafirm.com

Attorneys for Plaintiff

Dated: August 20, 2009

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing document was filed electronically in compliance with Local Rule CV-5(a). Therefore, this document was served on all counsel who are deemed to have consented to electronic service. Local Rule CV-5(a)(3)(A). Pursuant to Fed. R. Civ. P. 5(d) and Local Rule CV-5(d) and (e), all other counsel of record not deemed to have consented to electronic service were served with a true and correct copy of the foregoing by email on this the 20th day of August, 2008.

By: s/ Thomas A. Lewry

THOMAS A. LEWRY (MI Bar No. P36399)
(Lead Attorney)

JOHN M. HALAN (MI Bar No. 37616)

JOHN S. Le ROY (MI Bar No. 61964)

BROOKS KUSHMAN P.C.

1000 Town Center, 22nd Floor

Southfield, Michigan 48075-1238

Tel: (248) 358-4400 — Fax: (248) 358-3351

Email: tlewry@brookskushman.com

jhalan@brookskushman.com

jleroy@brookskushman.com

Attorneys for Plaintiff